

EXHIBIT A

BASIN ELECTRIC POWER COOPERATIVE WHOLESALE POWER CONTRACT

AGREEMENT made as of April 5, 1962, between Basin Electric Power Cooperative (hereinafter called the "Seller"), a corporation organized and existing under the laws of the State of North Dakota, and East River Electric Power Cooperative (hereinafter called the "Member"), a corporation organized and existing under the laws of the State of South Dakota.

WHEREAS, the Seller proposes to construct an electric generating plant or transmission system or both, and may purchase or otherwise obtain electric power and energy for the purpose, among others, of supplying electric power and energy to borrowers from the Rural Electrification Administration which are or may become members of the Seller; and

WHEREAS, the Seller contemplates the introduction of the power and energy of such proposed electric generating plant into the transmission system of the Bureau of Reclamation for delivery through facilities of the Bureau of Reclamation, including both transmission lines and substation equipment to its Members; and

WHEREAS, the Seller may, along with other electric cooperatives, enter into a contract with the Bureau of Reclamation to establish a "joint transmission system" including specifically described facilities, and contemplating additions to said joint transmission system under certain conditions, over which said joint transmission system Seller may deliver to Member power and energy under this contract; and

WHEREAS, the Seller has heretofore entered into or is about to enter into agreements for the sale of electric power and energy similar in form to this agreement with all of the borrowers which are members of the Seller, and may enter into similar contracts with other such borrowers who may become members; and

WHEREAS, the Member desires to purchase electric power and energy from the Seller on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. General. The Seller shall sell and deliver to the Member and the Member shall purchase and receive from the Seller the electric power and energy which the Member shall require in addition to power and energy available to the Member from the other power sources listed below; provided, however,

a. The power and energy purchased hereunder shall be furnished in accordance with the normal load pattern of the Member's system;

b. The maximum demand of the Member supplied by the Seller in the month when the simultaneous maximum demands of the Member and all other Member Cooperatives supplied by the Seller equal in the

Powers and services and facilities available to
by first tier second tier
to the extent that the Seller shall have such
power and services and facilities available, by
means of the power and services and facilities available to
the Member.

aggregate 88% of the test capabilities of the Seller's generating unit shall continue during the remainder of the contract term to be the amount of power and energy which the Member shall be obligated to purchase and receive and the Seller shall be obligated to sell and deliver hereunder;

c. Seller's obligation to furnish and the Member's obligation to receive and pay for electric power and energy hereunder shall commence upon completion of the generation and transmission facilities necessary for service hereunder and upon the availability to the Seller of necessary transmission and related facilities, including those of the Bureau of Reclamation;

d. The Member shall have the right during the term of this Agreement to continue to obtain power and energy from the power sources and in the amounts listed below:

Bureau of Reclamation	<u>110,000</u>	kW
Member's Generating Plant	<u>xxxx</u>	kW
Other _____	<u>xxxx</u>	kW

provided, however, that if the Seller at any time and from time to time is unable to sell on a firm power rate basis the entire capacity of the Seller's generating unit, the Member shall reduce its purchases from the Bureau of Reclamation to the extent requested by the Seller and shall increase its purchases from the Seller in the amount of the requested reduction of purchases from the Bureau of Reclamation. The amount of reduction of Bureau of Reclamation power purchases which the Member shall be requested to make shall either

- i. bear the same ratio to the aggregate of the reductions which all Members shall be requested to make as the contract rate of delivery of the Member under its contract with the Bureau of Reclamation bears to the aggregate of the contract rates of delivery to all Members under their contracts with the Bureau of Reclamation; or
- ii. be such other amount as the Seller and the Member may agree upon in order to minimize the loss in wheeling payments from, and billing penalty payments to, the Bureau of Reclamation under all the Members' contracts with the Bureau of Reclamation.

To the extent that the reduction of power purchases from the Bureau of Reclamation by the Member pursuant to such request of the Seller results in:

- i. the loss of wheeling payments which otherwise would have been made to the Member by the Bureau of Reclamation, or
- ii. in the Member's becoming liable for billing penalty payments under its power contract with the Bureau of Reclamation which it would not have otherwise incurred,

the amounts thereof shall be determined and the effects spread equitably among all the Members by means of a surcharge in the Rate Schedule.

e. In addition to the supply under the preceding paragraph (d), the Member shall have the right to continue to purchase power and energy under the following contract(s) during the remainder of the term thereof and shall terminate such contract(s) as soon as it may legally do so if the Seller shall, with the approval or at the direction of the Administrator of the Rural Electrification Administration (hereinafter called the "Administrator"), so request: None

f. The Seller shall not be obligated to supply power and energy hereunder to the Member in excess of that amount which, together with all amounts of power and energy supplied by the Seller to all other Members of the Seller, shall equal 88% of the test capability of the Seller's generating unit.

2. Electric Characteristics and Delivery Point(s). Electric power and energy to be furnished hereunder shall be alternating current, three phase, sixty cycle. The Seller shall deliver such electric power and energy into the transmission system of the Bureau of Reclamation, and the Member shall receive such power and energy at the point(s) of delivery on the transmission system of the Bureau or the joint transmission system contemplated to be established by a Pooling Agreement between the Seller, Bureau and others, as shall be scheduled by the Member, and such other point or points as may be agreed upon by the Seller and the Member.

3. Substation. Delivery of electric power and energy shall be through the necessary substation equipment at the point(s) of connection with the transmission system of the Bureau of Reclamation or the joint system. The Member shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder. Meters and metering equipment shall be furnished, maintained and read by the Bureau of Reclamation and shall be located at the point of delivery on the low voltage side of such transforming equipment.

4. Rate. (a) The Member shall pay the Seller for all electric power and energy furnished hereunder as the rates and on the terms and conditions set forth in Rate Schedule "A", attached hereto and made a part hereof.

(b) The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and under similar agreements with other Members and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, with the revenues of the Seller from all other sources, to meet the cost of the operation and maintenance (including, without limitation, replacements, insurance, taxes and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member and other Members of the Seller and the Administrator which shall set out all the proposed revisions of the rate with the effective date thereof, which shall be not less than thirty (30) nor more than forty-five (45) days after the date of the notice, and shall set forth the basis upon which the rate is proposed to be adjusted and established. The Member agrees that the rate from time to time established by the Board of Directors of the Seller shall be deemed to be substituted for the rate herein provided and agrees to pay for electric power and energy furnished by the Seller to it hereunder after the effective date any such revisions at such revised rates; provided, however, that no such revision shall be effective unless approved in writing by the Administrator.

5. Meter Readings and Payment of Bills. Appropriate operating procedures shall be established to monthly determine the electric power and energy delivered and to be billed by Seller to the Member. Electric power and energy furnished hereunder shall be paid for at the office of the Seller in Bismarck, North Dakota, monthly within fifteen (15) days after the bill therefor is mailed to the Member. If the Member shall fail to pay any such bill within such fifteen-day period, the Seller may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to the Member of its intention so to do.

6. Meter Testing and Billing Adjustment. All meters shall be tested and calibrated as provided for in the contract between the Member and the Bureau of Reclamation. The Member shall request a special test of meters delivering power or energy to it under the Member's contract with the Bureau of Reclamation, upon the request of the Seller. If any special meter test made at the Seller's request shall disclose that the meters are recording accurately, the Seller shall reimburse the Member for the cost of such test. Meters registering not more than two per cent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefor.

7. Notice of Meter Reading or Test. The Member shall notify the Seller in advance of the time of any meter reading or test so that the Seller's representative may be present at such meter reading or test.

8. Right of Access. Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

9. Continuity of Service. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God or of the public enemy, or because of accident, failure in the joint transmission system, labor troubles, or any other cause beyond the control of the Seller, the Seller shall not be liable therefor or for damages caused thereby.

10. Term. This Agreement shall become effective only upon approval in writing by the Administrator and shall remain in effect until January 1, 2002, and thereafter until terminated by either party's giving to the other not less than six months' written notice of its intention to terminate. Subject to the provisions of Article I hereof, service hereunder and the obligation of the Member to pay therefor shall commence upon completion of the facilities necessary to provide service.

200 - Amend W-368
EXECUTED THE day and year first above mentioned.

BASIN ELECTRIC POWER COOPERATIVE, Seller

By *Richard J. Sauer*
President

ATTEST:

Dennis L. Hustedt
Secretary

East River Electric Power Cooperative Member

By *Richard J. Sauer*
President

ATTEST:

Hannan
Secretary

To be attached to
Electric Service Contract between
BASIN ELECTRIC POWER COOPERATIVE
and its MEMBERS.

RATE SCHEDULE "A".

IT IS UNDERSTOOD that the rates, terms and conditions
of this Rate Schedule "A" will be determined prior to com-
mencement of service in accordance with Article 4(b) of the
Agreement to which this Rate Schedule "A" is attached.

CERTIFICATE

I, J. E. Rasmussen, do hereby certify:

That I am the duly elected, qualified and acting Secretary of

East River Electric Power Cooperative,

hereinafter called the "Cooperative"), and the keeper of its records; that the following is a true and correct excerpt from the minutes of the Cooperative held April 5, 1962; that said meeting was duly held in accordance with the Articles of Incorporation and By-Laws of the Cooperative; that at said meeting a quorum of the Directors of the Cooperative were present and acted throughout:

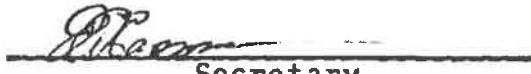
*** The Chairman stated that the Cooperative is a member of the BASIN ELECTRIC POWER COOPERATIVE, and had been requested to execute a member service contract to support the loan application of BASIN. A form of proposed contract was then presented, and fully discussed, after which, on motion by Director Thue, seconded by Director Weerts, and carried, the following resolution was adopted:

RESOLVED, that the Cooperative enter into a contract for electric service from BASIN ELECTRIC POWER COOPERATIVE, in the form of the contract presented to this meeting; and

RESOLVED, that the President and Secretary of the Cooperative be authorized and directed to execute said contract for, on behalf and in the name of the Cooperative, under its corporate seal, subject to the approval of the Administrator of the Rural Electrification Administration, with such changes and insertions and in the number of copies as they may deem necessary or desirable. ***

That the form of contract attached to this Certificate is a true and correct copy of the contract submitted to and approved at said meeting; and that the above quoted resolution has never been altered, amended, rescinded or modified, and is presently in full force and effect.

IN WITNESS WHEREOF, I have hereunto attached my signature as Secretary of the Cooperative, and attached its corporate seal, this 5th day of April, A.D., 1962.


J. E. Rasmussen
Secretary

BASIN ELECTRIC POWER COOPERATIVE

COLUMBUS, NORTH DAKOTA

CERTIFICATE

I, Dennis Lindberg, do hereby certify that I am the duly appointed, elected, qualified, and acting Secretary of Basin Electric Power Cooperative and that the following is a true and correct extract of minutes duly adopted by the Board of Directors of Basin Electric Power Cooperative at its meeting held April 11, 1962.

***Attorney Wisdom reported on conferences with legal and engineering representatives of REA, and the drafting of the proposed wholesale power contract to be entered into between Basin Electric Power Cooperative and its members. The draft of the proposed contract was examined and reviewed in detail.

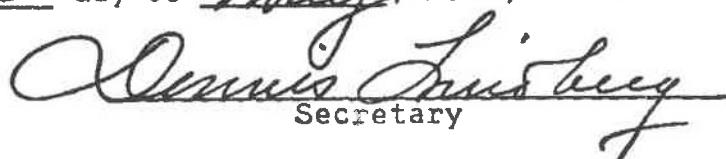
After a full discussion, on motion by Director Rose, seconded by Director Lindberg, and carried, the following resolution was adopted:

RESOLVED, that the form of wholesale power contract submitted to this meeting be adopted as the form of contract to be entered into between Basin Electric Power Cooperative and its members, and that the officers of the Cooperative be authorized and directed to execute contracts in such form when submitted to Basin by member properly executed and accompanied by an opinion of counsel of such member as to the authority of the member to execute the contract, subject to the approval of the Administrator of the Rural Electrification Administration.

The Chairman urged prompt action by the members to enter into the proposed wholesale power contracts, including a special meeting of the board, if possible, in order that the member contracts may be presented to the Administrator in support of the Basin loan application. ***

and that the action taken and/or resolutions adopted as set out have never been rescinded, altered, amended, modified, or repealed, and are of the date hereof in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Corporation this 5 day of May, A.D., 1962.


Dennis Lindberg
Secretary

(CORPORATE SEAL)